

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. A002		3. EFFECTIVE DATE See block 16c		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Contracting & Procurement Section General Services Office American Embassy Manila Seafront Compound, Pasay City 1300				7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)				(√)		9A. AMENDMENT OF SOLICITATION NO. SRP380-16-Q-0037	
				✓		9B. DATED (SEE ITEM 11) 3/23/2016	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 2 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter of telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(√)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

RFQ No. SRP380-16-Q-0037, Supply and Installation of 25-TOR ACCU and AHU (Direct Expansion) at U. S. Embassy Koror, Palau, is being amended as follows:

1. Under Section E, 52.211-10, item (c), page 4, is being changed to read as follows:

(c) complete the entire work ready for use not later than 30 working days.

2. Under Attachment 4, Scope of Work, Section X, paragraph (a) is being changed to read as follows:

(a) The contractor guarantees to complete the work within One Hundred Eighty (180) calendar days from the date of Notice to Proceed. Downtime of the existing Air-conditioning system in the Chancery building shall be limited to two (2) consecutive days on weekends.

15A. NAME AND TITLE OF SIGNER (Type of print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)	
		JOHN A. KLIMOWSKI	
15B. CONTRACT/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	4/14/16

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED SRP380-16-Q-0037-A002	PAGE 2 of 2 Pages
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3. Under Section G, Special Requirements, paragraph G.1.0 to G.1.3 were marked reserved.
4. Replaced existing pages with the attached revised pages 1, 4, 6, 8, 18, 32, 33, 38.
5. To extend the submission deadline from 2:00 pm, April 21, 2016 to **April 28, 2016 no later than 2:00 pm (Manila Time).**
6. The attached Minutes of the Site Visit and Pre-proposal Conference as well as the Questions and Answers are hereby made part of this amendment.
7. All other terms and conditions remain unchanged and in full force and effect.

**MINUTES FROM SITE VISIT AND PRE-PROPOSAL CONFERENCE
OF 12 APRIL 2016
RFQ No. SRP380-16-Q-0037
25-TOR ACCU and AHU (Direct Expansion) at U.S. Embassy Koror, Palau**

A site visit was conducted at the U.S. Embassy Koror, Palau with the assistance GSO Koror who also doubled as Manila FAC representative, Mr. Raymond Barao. A pre-quotation conference followed via teleconference shortly after the site visit. Representatives from the Manila Facilities Management Office, Engr. Reuel Bautista, Mr. Bernie Dela Cruz and Manila Contracting & Procurement representatives, Bryan Gatmaitan and Jackie Kho were present and introduced at the start of the conference.

Discussion of the Solicitation Package

The following sections of the solicitation were **highlighted**:

Standard Form 18 cover sheet

- Deadline of submission of offers: **21 April 2016, 2:00 PM**
- Contracting and Procurement Office must receive the offer on or before the deadline
- No offers will be accepted after the said deadline
- No email submission

Section A: Prices/Cost

- Contractor shall provide a firm fixed price to include all labor, materials, overhead (including insurance and profit)
- **Firm fixed price Contract.** Price is not subject to adjustments due to any escalation in the cost of materials, tools, equipment, fuel, transportation, labor or inflation rate, or because of the contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required, or due to fluctuations in currency exchange rates.
- All prices shall be in U.S. Dollar
- Value Added Tax – USG is VAT-Exempt; VAT is not applicable

Section C: Packaging and Marking (page 2):

- All materials to be delivered to the site must be marked as:
American Embassy
Koror, Palau
For: (Contract No. to be provided upon award)

Section D: Inspection and Acceptance:

- The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.
- The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

Section E – Deliveries or Performance (pages 4-6)

- Completion of this project must be within **30 working days** (delivery and installation)
- LD (liquidated damages) is amounting to **\$440.80** for each calendar day of delay until the work is completed or accepted.
- Working Hours, 7:30 am -4:30 pm, Mon- Fri except Holidays (please refer to attachment 5 on page 39)
- Preconstruction Conference will be held 10 days after the contract award via teleconference to discuss the schedule, submittals, notice to proceed, mobilization and other important matters

Section F – Contract Administration Data (page 7)

- COR – FAC Chief Engineer
- Invoices shall be submitted to Financial Management Center (please refer to page 7) for the complete address. Requests for payments may be made no more frequently than monthly. Payment via EFT within 30 days.

Section G – Special Requirements (pages 8-12)

Insurance Required: Bodily injury - US\$3,000 per occurrence, US\$6,000 cumulative;

Property damage - US\$3,000 per occurrence, US\$6,000 cumulative.

- **Construction Personnel Security** - the Contractor shall have ten calendar days to submit to the Contracting Officer the list of workers and supervisors assigned to this project (Attachment 6: page 40 - RSO Biographic Data) for the Government to conduct all necessary security checks.
- The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract
- Bonds (Performance and Payment Bond)

Section H – Contract Clauses (pages 11-15)

- **52.222-50 Combating Trafficking in Persons.** USG has a zero tolerance policy. Every instance of trafficking will be examined and could result in termination of employees or subcontractors, suspension of contract payments or contract terminations.
- **52.204-13 SYSTEM FOR AWARD MANAGEMENT (SAM).** Award cannot be made unless the contractor has an active SAM Registration

Section I – List of Attachments, (pages 18)

- Referred to page 18 for the list of attachments

Section J – Quotation Information (pages 19-22)

- Volume 1 – 2 copies (Completed SF18 including Attachment 4 "Breakdown of Proposal Price By Divisions of Specifications, completed Section L "Representations and Certifications and a printed copy of SAM registration status
- Volume 2 – 2 copies (Performance schedule in the form of a bar chart and Business Management/ Technical Proposal
- Volume 3 – 2 copies (Drawings)
- Must be delivered and received on or before the deadline to the following address:
Contracting & Procurement (C&P)
General Services Office (GSO)
Attn: Contracting Officer
U.S. Embassy Manila
Seafront Compound,
Pasay City, Philippines 1300
- Offeror was also reminded to submit physically separate volumes

Section K – Evaluation Factors for Award (pages 22-23)

- To be acceptable and eligible for evaluation, proposals must be prepared following Section J and must meet all the requirements in the other sections of this solicitation.
- The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor.

Section L – Representations, Certifications and other statements of offerors (pages 24-31)

- Must fill up all information needed. Mark N/A for not applicable items

The prospective offeror was instructed to submit written questions no later than 2:00pm (Koror Local Time) on 14 April 2016 and was reminded to regularly check the website for updates regarding the solicitation. The discussion concluded and attendees were thanked for their presence and expression of interests in serving the U.S. Government. The meeting was adjourned.

Prepared by:


Jacquelyn D. Kho
Procurement Agent

Reviewed by:


Noel Arturo G. Ocampo
C&P Assistant Supervisor

Approved by


John A. Klimowski
Contracting Officer

cc: FAC
All prospective offerors
Solicitation file

QUESTIONS & ANSWERS
RFQ No. SRP380-16-Q-0037
25-TOR ACCU and AHU (Direct Expansion) at U.S. Embassy Koror, Palau

The following questions were raised during teleconference. The corresponding replies are hereby provided (refer to the Solicitation details marked A002):

1. Q: Can the deadline of submission of quotation be moved to a later date?

A: *THE DEADLINE IS HEREBY EXTENDED FROM 2:00 PM OF APRIL 21, 2016 TO 2:00 PM OF APRIL 28, 2016 (MANILA TIME). REFER TO AMENDMENT NO. A002*

2. Q: Due to the logistic on the delivery of the equipment, can the number of days to complete the project be changed to six (6) months?

A: *SECTION E, 52.211-10 ITEM C IS HEREBY AMENDED TO CHANGE THE COMPLETION PERIOD FROM 30 WORKING DAYS TO 180 CALENDAR DAYS. REFER TO AMENDMENT NO A002.*

3. Q: Can working hours be changed to a 24-hour working period on a daily basis?

A: THE STANDARD WORKING HOURS OF THE EMBASSY IS FROM MONDAY TO FRIDAY, 7:30 AM TO 4:30 PM. REFER TO SECTION E – WORKING HOURS FOR GUIDANCE REGARDING EXTENDED HOURS

4. Q: Can the requirement for bonds be removed from the solicitation since there are no financial institutions in Koror with available bonding services?

A: BONDS WILL NO LONGER BE A REQUIREMENT BUT THE INSURANCE WILL STILL BE IN EFFECT. REFER TO AMENDMENT A002

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L. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
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Attachment 1: **RESERVED**

Attachment 2: **RESERVED**

Attachment 3: Breakdown of Price by Divisions of Specifications

Attachment 4: Scope of Work

Attachment 5: List of American Holidays

Attachment 6: RSO Biographic Form



discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

D.2.2 The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

D.2.3 FINAL INSPECTION AND TESTS. The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

D.2.4 FINAL ACCEPTANCE. If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- Satisfactory completion of all required tests,
- A final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and
- Submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

E. DELIVERIES OR PERFORMANCE

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within **30** working days after the date the Contractor receives the notice to proceed,
- (b) prosecute the work diligently, and,
- (c) ***complete the entire work ready for use not later than 180 calendar days.***

The time stated for completion shall include final cleanup of the premises.

52.211-12 LIQUIDATED DAMAGES - CONSTRUCTION (SEPT 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of **\$440.80** for each calendar day of delay until the work is completed or accepted.



NOTICE TO PROCEED

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will provide the Contractor a Notice to Proceed. The Contractor must then prosecute the work, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds or evidence of insurance. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

WORKING HOURS

All work shall be performed during **0730 hours to 1630 hours, from Mondays thru Fridays except holidays (ATTACHMENT 5)**. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative (COR). The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase.

PRECONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award at **U.S. Embassy Manila, Seafront Compound, Pasay City, Philippines or via teleconference** to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26, Preconstruction Conference.

DELIVERABLES - The following items shall be delivered under this contract:			
<u>Description</u>	<u>Quantity</u>	<u>Deliver Date</u>	<u>Deliver To</u>
<i>Section G. Insurance</i>	<i>1</i>	<i>10 days after award</i>	<i>CO</i>
Section E. Construction Schedule	1	10 days after award	COR
Section E. Preconstruction Conference	1	10 days after award	COR
Section G. Personnel Biographies	1	10 days after award	COR
Section F. Payment Request	1	Last calendar day of each month	COR
Section D. Request for Substantial Completion	1	15 days before inspection	COR
Section D. Request for Final Acceptance	1	5 days before inspection	COR

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G. SPECIAL REQUIREMENTS

G.1.0 RESERVED

G.1.1 RESERVED

G.1.2 RESERVED

G.1.3 RESERVED

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G.2.0 INSURANCE - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor shall at its own expense provide and maintain during the entire performance period the following insurance amounts:

G.2.1 GENERAL LIABILITY (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury) :

(1) BODILY INJURY, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	USD 3,000.00
Cumulative	USD 6,000.00
(2) PROPERTY DAMAGE, ON OR OFF THE SITE, IN U.S. DOLLARS	
Per Occurrence	USD 3,000.00
Cumulative	USD 6,000.00

G.2.2 The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or

Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work order issued under this clause.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

(End of clause)

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the Contracting Officer.

(End of clause)

I. LIST OF ATTACHMENTS

ATTACHMENT NUMBER	DESCRIPTION OF ATTACHMENT	NUMBER OF PAGES
<i>Attachment 1</i>	<i>RESERVED</i>	2
<i>Attachment 2</i>	<i>RESERVED</i>	2
Attachment 3	Breakdown of Price by Divisions of Specifications	1
Attachment 4	Scope of Work	4
Attachment 5	List of American Holidays	1
Attachment 6	RSO Biographic Data	1

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ATTACHMENT #1
RESERVED



ATTACHMENT #2
RESERVED



- d. Supply of full charge of Freon.
- e. The contractor shall put up temporary barriers or yellow caution tapes to keep away people from work site.
- f. The Contractor shall furnish all tools and special equipment to perform all tasks required.
- g. All temporary connections to existing utility lines will be made by the Contractor. The Contractor shall enforce strict utilities conservation practices.

X. SPECIFIC TASKS

- a. *The contractor guarantees to complete the work within One Hundred Eighty (180) calendar days from the date of Notice to Proceed. Downtime of the existing Air-conditioning system in the Chancery building shall be limited to two (2) consecutive days on weekends.*
- b. The Contractor shall submit to the COR or GTM a "Daily Log Sheet", completed daily. Data to be reported includes data on workers by classification, the move-on and move-off of construction equipment furnished by the prime and subcontractor or furnished by the Government, and materials and equipment delivered to the site.

XI. CLEANING TASKS

- a. The contractor shall continuously, during the progress of the work, remove and dispose of dirt and debris and keep work area clean, neat and orderly and in such order as to prevent safety hazards. Debris shall be collected and removed from the job-site daily.
- b. Domestic rubbish containers on the premises shall not be utilized by the Contractor for storage or disposal of construction rubbish

XII. SAFETY

- a. The project safety, in all respects, is the sole responsibility of the Contractor.
- b. The Contractor shall comply with the U.S. OSHA (Occupational Safety and Health Administration) and Local Safety and Health Requirements, and shall assume full responsibility and liability for compliance with all other applicable standards and regulations pertaining to accident prevention, life, health, and safety of personnel, as well as preventing damage to materials, supplies, and equipment. The Contractor will hold the Government and its agents harmless for any action, errors, or omission on his part, his employees, or his subcontractors that result in illness, injury or death.
- c. The Contractor shall provide employees with and require the use of safety equipment, personal protective equipment and device necessary for protection.
- d. The Contractor is responsible for all injuries to his workers.